

SUPERIOR COURT OF ARIZONA  
MARICOPA COUNTY

07/01/2002

CLERK OF THE COURT  
FORM L000

HONORABLE MICHAEL D. JONES

P. M. Espinoza  
Deputy

LC 2001-000377

FILED: \_\_\_\_\_

STATE OF ARIZONA

FRANKIE Y JONES  
GERALD R GRANT

v.

JOHN E HERMAN

WILLIAM D HOWELL II

PHX CITY MUNICIPAL COURT  
REMAND DESK CR-CCC

MINUTE ENTRY

PHOENIX CITY COURT

Cit. No. 8708042

Charge: CONTRACTING WITHOUT A LICENSE

DOB: 06/04/58

DOC: 07/25/00

This Court has jurisdiction of this appeal pursuant to the Arizona Constitution Article VI, Section 16, and A.R.S. Section 12-124(A).

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This matter has been under advisement since the time of oral argument. Oral argument originally occurred on April 3, 2002, but was rescheduled for additional argument at the State's request. The second oral argument occurred June 3, 2002. A representative from the State failed to appear both times oral argument was scheduled. This case has been under advisement since June 3, 2002. This Court has considered and reviewed the record from the Phoenix City Court, and the Memoranda submitted by counsel.

Appellant, John E. Herman, was charged and then found guilty of the crime of Contracting Without a License, a class 1 misdemeanor, in violation of A.R.S. 32-1151 and 1164. The crime was alleged to have occurred on July 25, 2000 within the City of Phoenix. Jeff Flores, the owner of Keene Apartments located at 15621 N. 25<sup>th</sup> Street in Phoenix, Arizona, contracted with Appellant to repair two air-conditioning units that were not operating properly.<sup>1</sup> Appellant offered to repair both units for \$1,450.00.<sup>2</sup> Flores paid for the work performed by Appellant with one check for \$1,450.00.<sup>3</sup> Flores then complained to the Registrar of Contractors after the air-conditioners failed to operate properly and he discovered that the compressors installed by Appellant were not new compressors.<sup>4</sup>

Michael Cantrell, an investigator for the Registrar of Contractors testified that Appellant's license had been revoked on November 10, 1999, and that Appellant had no contractor's license under the name of Diamondback Air.<sup>5</sup>

The issue presented in this appeal is whether Appellant is exempt from the requirements in A.R.S. Section 32-1511 requiring a person to obtain a contractor's license. Appellant argues that he qualifies for the "handyman exemption" found in A.R.S.

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<sup>1</sup> R.T. of May 22, 2001, at pages 2-4.

<sup>2</sup> Id. at page 6.

<sup>3</sup> Id. at page 7.

<sup>4</sup> Id. at page 8.

<sup>5</sup> Id. at pages 31-32.

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Section 32-1121(A)(14). That statute exempts from the licensing requirement any person engaged in work where the total aggregate contract price is less than \$750.00. Appellant argues that the costs of repair of each air conditioning unit is less than \$750.00. Appellant argues that there were two separate contracts: One for each of the air-conditioning units.

The purpose of the contractor licensing statute is to provide protection for the public to ensure that contractor's have the skill and ability to perform the work they contract to perform.<sup>6</sup> Our statutes make it clear that exemption from the licensing statute are limited and must be strictly construed.

The trial court clearly rejected Appellant's arguments that his work fell within the "handyman exemption". The evidence presented to the trial judge showed that though two air-conditioning units were repaired, both air-conditioning units were on apartments within the same complex, at the same address, and paid for by one check by Flores. When Flores contracted with Appellant, Appellant offered to perform the repairs for one price for both units, indicating that the work was not severable but an aggregate and total price.

This Court concludes that the trial court did not err in finding one contract, and that the "handyman exemption" did not apply to the work performed by Appellant.

IT IS THEREFORE ORDERED affirming the judgment of guilt and sentence imposed by the Phoenix City Court.

IT IS FURTHER ORDERED remanding this case back to the Phoenix City Court for all further and future proceedings in this case.

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<sup>6</sup> City of Phoenix v. Superior Court, 109 Ariz. 533, 514 P.2d 454 (1973); Arnold Construction Company, Inc. v. Arizona Board of Regents, 109 Ariz. 495, 512 P.2d 1229(1973).